



[2025] EWHC 265 (Ch)

10 February 2025

**BETWEEN:**

**IYA PATARKATSISHVILI**

**YEVHEN HUNYAK**

**- and -**

**WILLIAM WOODWARD-FISHER**

**PRESS SUMMARY**

**Important note for press and public: this summary forms no part of the court’s decision. It is provided so as to assist the press and the public to understand what the court decided. The full judgment of the court is the only authoritative document. Judgments are public documents and are available at [www.judiciary.uk](http://www.judiciary.uk) and <https://caselaw.nationalarchives.gov.uk>.**

1. Judgment is given today in the claim of Iya Patarkatsishvili and Yevhen Hunyak (“the Claimants”) for rescission and damages for fraudulent misrepresentations made by William Woodward-Fisher (“the Defendant”) in the sale of a house, Horbury Villa, Ladbroke Road, London W.11. in May 2019. The full judgment is available on The National Archives in the usual way, with neutral citation number [2025] EWHC 265 (Ch), and will be emailed to the parties, Press representatives, and anyone else who requests an electronic copy by email to [ahlia.rateb@justice.gov.uk](mailto:ahlia.rateb@justice.gov.uk).
2. The Claimants alleged that the Defendant falsely answered three pre-contract enquiries, and thereby concealed a serious clothes moth infestation of the insulation in the house, which replies induced the Claimants to buy it for £32,500,000. They sought an order for repayment of the purchase price with interest, and damages for losses to which they had incurred in buying the house and trying to remedy the infestation.

3. The Defendant disputed that misrepresentations were made, fraudulently or otherwise. He also denied that the Claimants were aware of or had relied on the replies to the pre-contract enquiries. If they did, he argued that they were nevertheless barred from obtaining an order for rescission because they had delayed excessively in bringing their claim, and in the meantime had waived their right to rescind, and because the Defendant was unable to repay the purchase monies.
4. Three replies to the pre-contract enquiries were found to have been false. These were that the Defendant did not know of any vermin infestation in the house, had not received any report on vermin infestation or on the fabric of the property, other than what had already been disclosed by him, and that he did not know of any hidden defect in the property. In each case, it was found that the Defendant did not honestly believe the truth of his replies. This was because he knew that there was or may have been a serious infestation of moths requiring removal of all the natural insulation in the house, and had received and read at least two reports from a pest control company dated 16 May 2018 and 25 June 2018, which informed his wife of the infestation and the need to remove the infested insulation.
5. It was found that the Claimants' lawyers knew of content of the relevant replies, even though the Claimants personally did not, and that the Claimants were aware that the conveyancing documents as a whole raised no problem with the purchase of the house, and so they did rely on the replies in buying the house.
6. The Claimants were therefore entitled to rescission of the contract of sale and purchase and the return of the purchase money unless the Defendant could establish a defence.
7. As to the defences raised, it was held that the Claimants had not excessively delayed in bringing their claim or affirmed the contract, and that the inability of the Defendant to repay the purchase price before the house is re-sold is not a bar to an order for rescission, since the Claimants are willing to transfer the house back to the Defendant before the price is repaid.
8. The Claimants' right to repayment will be protected by an equitable lien on the house in the meantime. There will be an allowance against the sum repayable by the Defendant for the value of the benefit to the Claimants of use of the house since May 2019.
9. The Claimants were also awarded substantial damages, including the stamp duty land tax and other costs paid on purchase of the house and all the costs incurred by them in seeking to eradicate the infestation of moths.
10. The exact terms of the relief to be granted, the amount of the damages and other consequential matters, including the costs of the claim, will be determined at a short hearing to be held later this month.